



**Health Services**  
LOS ANGELES COUNTY

June 5, 2007

**Los Angeles County**  
**Board of Supervisors**

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Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**Robert G. Splawn, MD**  
Senior Medical Director

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*To improve health  
through leadership,  
service and education.*

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENTS WITH EAST LOS ANGELES  
COLLEGE, GLENDALE COMMUNITY COLLEGE AND  
LOS ANGELES VALLEY COLLEGE FOR MENTORING  
AND TUTORING PROGRAMS FOR NURSING STUDENTS  
(1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to Agreement No. H-210896, substantially similar to Exhibit I, with East Los Angeles College (ELAC) for a Mentoring and Tutoring Program for nursing students, effective August 1, 2007 through July 31, 2009, for a total maximum County obligation of \$245,000.
2. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreements No. H-300470 and H-300469, substantially similar to Exhibits II and III, with Glendale Community College (GCC) and Los Angeles Valley College (LAVC), respectively, for Mentoring and Tutoring Programs for nursing students in the northern area of the County, effective July 1, 2007 through June 30, 2009, with a total maximum County obligation of \$183,605 for GCC and \$189,963 for LAVC.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The mentoring and tutoring program for nursing students enrolled at ELAC, GCC and LAVC includes clinical support services, lectures in medicine/surgery, mental health, and other subjects outlined in the college Nursing curriculum. The program provides for training in an academic and clinical setting for nursing students. The program also prepares students to pass the National Council Licensure Exam for Registered Nurses



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(NCLEX-RN) necessary for successful graduates of ELAC, GCC, and LAVC to apply for entry level Clinical and Staff Nurse positions at Department of Health Services' (DHS or Department) facilities.

In approving the recommended actions, the Board will continue to assist DHS in an effort to address nursing shortages in the County system.

FISCAL IMPACT/FINANCING:

The total maximum County obligation for these Agreements is as follows: Amendment No. 4 with ELAC in the amount of \$245,000 (\$117,000 for Fiscal Year (FY) 2007-08, \$117,334 for FY 2008-09 and \$10,666 for FY 2009-10); Amendment No. 2 with GCC is \$183,605 (\$89,924 for FY 2007-08 and \$93,681 for FY 2008-09); and Amendment No. 2 with LAVC is \$189,963 (\$96,130 for FY 2007-08 and \$93,833 for FY 2008-09).

Funding is included in the Health Services Administration's FY 2007-08 Proposed Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The nation continues to experience a shortage of qualified nurses. The number of available RNs in the workforce consistently falls below the number of nurses needed to adequately staff health care facilities throughout the United States. In California, State law mandates that health care facilities meet certain RN to patient staffing ratios, making the supply and availability of RNs even more problematic.

The Department continues to explore various resources to address the immediate needs of the County. A long term, but necessary solution, is to support local registered nursing schools in an effort to increase the number of available RN candidates in the workforce. Tutoring and Mentoring programs to assist students enrolled in qualified RN programs at local colleges have proven to be a positive influence in increasing the number of RN candidates.

The success rate of these programs has resulted in: 1) a decreased "drop-out" rate among students enrolled in the program; and 2) an increased passing rate for graduate students taking the State NCLEX-RN exam. However, these colleges have no funds to support the cost of mentoring and tutoring programs for their students.

The development and funding of the DHS Mentoring and Tutoring Program is the result of a Board approved conciliation agreement with the U.S. Equal Employment Opportunity

Commission (US/EEOC) to address discriminatory practices against Hispanics in recruitment, hiring, and promotions. The agreement with ELAC was approved by your Board on October 19, 1999. Over the years the Board has approved the continuation of the agreement with ELAC and expanded the program Countywide. The EEOC agreement officially ended on November 20, 2002.

On March 5, 2002, the Board instructed DHS to establish a tutoring and mentoring program, similar to the ELAC Training Program, in the northern County area in an effort to address overall nursing shortages in the County system. On July 29, 2003 the Board approved two new agreements with GCC and LAVC, effective date of Board approval through June 30, 2005.

On June 9, 2005, the Board approved Amendment No. 3 with ELAC for the period effective August 1, 2005 through July 31, 2007 and Amendment No. 1 with GCC and LAVC effective July 1, 2005 thorough June 30, 2007.

Amendment No. 4 to Agreement No. H-210896 with ELAC will continue nurse recruitment efforts in the East Los Angeles area through July 31, 2009. Approval of Amendments No. 2 with GCC and LAVC will continue to enhance nursing school recruitment in the northern County area through June 30, 2009.

The nursing programs are fully accredited by the State Board of registered nurses for a two year curriculum, therefore, the agreement amendments are for a 24-month term.

County Counsel has reviewed and approved Exhibits I, II, and III as to form.

Attachment A provides additional information.

#### CONTRACTING PROCESS:

The amendments with ELAC, GCC, and LAVC are recommended on a non-competitive, non-exclusive basis. DHS did not advertise these agreements on the Countywide Web Site as an open contracting opportunity. DHS based their decision to contract with these agencies based on locality and Departmental needs.

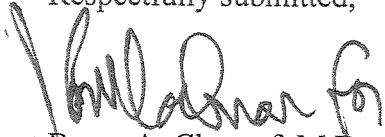
#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Department continues to work with ELAC, GCC, and LAVC to structure Tutoring and Mentoring Programs that meet the needs of the colleges and address the problems of their students. The Department is supporting the efforts of these colleges by providing financial assistance needed to administer successful nursing programs that will generate qualified nursing staff for consideration of employment at County facilities.

The Honorable Board of Supervisors  
June 5, 2007  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Bruce A. Chernof", is written over a circular stamp or seal.

Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:ev  
BI4356Mentoring.ev.wpd

Attachments (4)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors



SUMMARY OF AGREEMENTS1. TYPE OF SERVICES:

The mentoring and tutoring program for nursing students includes clinical support services, lectures in medical/surgical, mental health, and other subjects outlined in the college Nursing curriculum.

2. AGENCY NAMES/CONTACT PERSONS:

East Los Angeles College (ELAC)  
1301 Avenida Cesar Chavez  
Monterey Park, California 91745-6099  
Attention: Lurelean B. Gaines, Nursing  
Telephone: (323) 265-8961  
Facsimile: (323) 265-8631  
e-mail address: [www.gaineslb@elac.edu](mailto:www.gaineslb@elac.edu)

Glendale Community College (GCC)  
1500 North Verdugo Road  
Glendale, California 91208  
Attention: Cynthia Dorroh, Associate Dean  
Telephone: (818) 551-5270  
Facsimile: (818) 551-5271  
e-mail address: [www.cdorroh@glendale.edu](mailto:www.cdorroh@glendale.edu)

Los Angeles Valley College (LAVC)  
5800 Fulton Avenue  
Valley Glen, California 91401  
Attention: Deborah diCesare, Ed.D  
Telephone: (818) 778-5522  
Facsimile: (818) 947-2620  
e-mail address: [www.dicesad@lavc.edu](mailto:www.dicesad@lavc.edu)

3. TERMS:

Amendment No. 4 with ELAC is for the period of August 1, 2007 through July 31, 2009. Amendments No. 2 with GCC and LAVC are for the period of July 1, 2007 through June 30, 2009.

4. FINANCIAL INFORMATION:

The total maximum County obligation for these Agreements is as follows: Amendment No. 4 with ELAC in the amount of \$245,000 (\$117,000 for Fiscal Year (FY) 2007-08, \$117,334 for FY 2008-09 and \$10,666 for FY 2009-10); Amendment No. 2 with GCC is \$183,605 (\$89,924 for FY 2007-08 and \$93,681 for FY 2008-09); and Amendment No. 2 with LAVC is \$189,963 (\$96,130 for FY 2007-08 and \$93,833 for FY 2008-09).

Funding is included in the Health Services Administration's FY 2007-08 Proposed Budget and will be requested in future fiscal years.

5. PRIMARY GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Vivian C. Branchick, Chief Nursing Officer, Director of Nursing

7. APPROVALS:

DHS Administration:	John R. Cochran III, Chief Deputy Director
Human Resources:	Melinda Fonseca, Assistant HR Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Allison Morse, Deputy County Counsel

EXHIBIT I

Contract No. H-210896

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM  
EAST LOS ANGELES COLLEGE SCHOOL OF NURSING AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this \_\_\_\_ day  
of \_\_\_\_\_, 2007

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

EAST LOS ANGELES COLLEGE  
(hereafter "Contractor")

WHEREAS reference is made to that certain document entitled  
"DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM EAST  
LOS ANGELES COLLEGE SCHOOL OF NURSING AGREEMENT", dated  
October 4, 1999, and further identified as County Agreement No.  
H-210896, between the County and EAST LOS ANGELES COLLEGE, INC.,  
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term and to make other hereinafter  
designated changes; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on August 1, 2007

and shall remain in full force and effect to, and including July 31, 2009, subject to County funding.

2. Paragraph 1, TERM AND TERMINATION, subparagraph A shall be revised as follows:

"A. TERM AND TERMINATION: The term of this Agreement shall commence upon Board approval and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including July 31, 2009."

3. Paragraph 4, DESCRIPTION OF SERVICES, shall be revised as follows:

"4. DESCRIPTION OF SERVICES: Contractor shall provide County with tutoring/mentoring/recruitment services as described in Exhibits A, A-1, A-2, A-3, and A-4 attached hereto and incorporated herein by reference.

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: Effective upon date of Board approval through July 31, 2001, the maximum obligation of County for all services provided hereunder shall not exceed, Two Hundred Forty-Five Thousand Dollars (\$245,000), in accordance with Exhibits B-1 and B-2 attached hereto and incorporated herein by

reference."

During the period August 1, 2001 through July 31, 2003, the maximum obligation of County for all services provided hereunder shall not exceed, Two Hundred Forty Five Thousand Dollars (245,000) in accordance with Exhibits B-3 and B-4, attached hereto and incorporated herein by reference."

During the period August 1, 2003 through July 31, 2005, the maximum obligation of County for all services provided hereunder shall be Two Hundred Forty Five Thousand Dollars (\$245,000), in accordance with Exhibits B-5 and B-6, attached hereto and incorporated herein by reference.

During the period August 1, 2005 through July 31, 2007, the maximum obligation of County for all services provided hereunder shall not exceed, Two Hundred Forty Five Thousand Dollars (\$ 245,000) in accordance with Exhibits B-7, and B-8, attached hereto and incorporated herein by reference."

During the period August 1, 2007 through July 31, 2009, the maximum obligation of County for all services provided hereunder shall not exceed, Two Hundred Forty-Five Thousand Dollars (\$245,000) in accordance with Exhibits B-9, and B-10 attached hereto and

incorporated herein by reference."

Program expenditures shall be in accordance with the description of services described in Exhibits A, A-1, A-2, A-3, and A-4 for the program costs described in Exhibits B-1, B-2, B-3, B-4, B-5, B-7, B-8, B-9, and B-10, attached hereto and incorporated herein by reference.

County reserves the right to adjust the allocation of program funds described in Exhibits B-9 and B-10 only upon review and approval of Contractor's written request and justification. In such event, Contractor must submit their request to the Administrator according to the provision set forth in the Agreement under Paragraph 15, NOTICES.

5. Paragraph 6, COMPENSATION, shall be revised as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services described in this Amendment in two payments. The first payment of One Hundred Seventeen Thousand Dollars (\$117,000) will be made on or about September 1, 2007. The second payment of One Hundred Twenty-Eight Thousand Dollars (\$128,000) will be made on or about September 1, 2008.

6. Paragraph 44, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"44. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate this agreement or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit

corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no

objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the



debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. These terms shall also apply to (subcontractor/subconsultants) of County Contractors.

7. Paragraph 13, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, of the Additional Provisions shall be revised as follows:

"13. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide

those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than

its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has

the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or

is made accessible to Business Associate by Covered Entity.

"Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health

Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

- (1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:
- a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- 1) Use Protected Health Information; and
- 2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful



effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such

access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered

Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall

thereafter restrict or limit its own uses and disclosures accordingly.

(D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered

Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or

destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this

Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

8. Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION., of the Additional Provisions shall be revised as follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on

any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Amendment, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In



the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

9. Paragraph 10 CONFLICT OF TERMS, shall be revised to read as follows:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibits and attachments(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and attachments(s) shall govern and prevail in the following order:

A. Exhibit A, A-1, A-2, A-3, and A-4.

B. Exhibits B-1 and B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, C, D, E, and F.

C. Attachments I, II, III, IV, V, VI, VII VIII and IX.

10. As of the effective date of August 1, 2007, wherever it appears in this Agreement, the term "Exhibit A-3" shall be replaced by the term "Exhibit A-4, respectfully.

11. As of August 1, 2007, Exhibits A-4, B-9, and B-10, shall be added to the Agreement.

12. As of August 1, 2007, Exhibit A-4, and Exhibits B-9, and B-10 shall be supersede and replace Exhibit A-3, and Exhibits B-7 and B-8, respectively.

13. As of August 1, 2005, Attachments VIII and IX shall be added to the Agreement.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

EAST LOS ANGELES COLLEGE. INC  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Raymond G. Fortner  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCD4353.ev:4/17/07

## EXHIBIT A-4

### DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

#### CONTRACTOR SERVICES

1. DESCRIPTION OF SERVICES: The purpose of the Department of Health Services Tutoring/Mentoring Program (hereafter "Program") is to provide East Los Angeles College's (hereafter "ELAC") Nursing Department financial assistance to offer personalized academic and clinical support for nursing students. The Program is designed to improve study skills and enhance the overall learning process. The Program's goal is to assist each student from the ELAC's Nursing Department to seek employment in County health facilities thereafter.

The Program shall provide the following services:

(1) identify, refer and track students who fit within the criteria of the Program as described in Agreement, paragraph 3 Program Eligibility Requirements; (2) provide additional lectures in medical/surgical nursing, mental health, and other courses as described in the ELAC's School of Nursing Course Modules as well as preparing students to pass the National Council Licensing Exam for Registered Nurses (hereafter "NCLEX-RN"); (3) Provide additional supportive seminars and or workshops on topics such as written and oral communication skills, academic advisement, priority stress management, study

skills, pharmacology reviews, clinical remediation, information competency, math computation, and other subjects; (4) Participate with County in the active recruitment of nursing students for permanent employment with County upon students' graduation and licensure as registered nurse. (5) Distribute and post the County of Los Angeles, Department of Health Services Benefit Information and the Employment Information Flyer and incorporated herein, to all DHS Tutoring/Mentoring Program participants at the end of each 8 week quarter, 4-5 week winter intercession, and 4-5 week or more summer sessions. (6) Provide the Office of Nursing Affairs (hereafter "ONA") in writing of recruitment event activities in collaboration with ONA, (such as graduation, pinning ceremonies, semester "kick offs" and nursing job fairs) and (7) the Contractor will comply with the implementation, monitoring and evaluation instruments provided in Attachment I-VI

## 2. PROGRAM STATUS AND EXPENDITURE REPORTS

Contractor agrees to provide quarterly program status reports and quarterly expenditure status reports to the Office of Nursing Affairs (ONA) according to the following schedule:

<u>REPORTING PERIOD</u>	<u>REPORTING DATES</u>	<u>DUE DATE</u>
Summer 2007 Break	8/1/07-9/2/07	11/14/07
Fall 2007 1st Qtr.	9/6/07-10/29/07	

Fall 2007, 2nd Qtr.	10/31/07-12/22/07	
2007 Winter Break	1/3/08-2/6/08	2/20/08
Spring 2008, 1st Qtr	2/9/08-4/4/08	
2008 Spring Break	4/5/08-4/11/08	4/25/08
Spring 2008, 2nd Qtr.	4/12/08-6/4/08	
Summer 2008 Break	6/5/08-6/30/08	7/17/08
Summer 2008 Break	7/1/08-9/2/08	11/13/08
Fall 2008 1st Qtr.	9/5/08-10/28/08	
Fall 2008, 2nd Qtr.	10/20/08-12/23/08	2/20/09
2008 Winter Break	1/2/09-2/6/09	
Spring 2009, 1st Qtr.	2/6/09-4/4/09	
2009 Spring Break	4/5/09-4/11/09	4/25/09
Spring 2009, 2 <sup>nd</sup>	4/12/09-6/04/09	
2009 Summer Break	7/1/09-6/30/09	7/16/07

Quarterly program reports shall include, but not be limited to, the number of nursing students by ethnicity enrolled in the Program, the attrition rate for the student population in the ELAC Nursing Department, number of tutoring sessions provided, date and names of the courses provided including the instructor's names, the number of nursing graduates passing the NCLEX-RN exam the first time, number of nursing graduates, number of nursing graduates employed by the Department of Health Services (DHS) and the status report of job placement of nursing

students post one- year graduation.

Quarterly expenditure reports shall be based upon quarterly financial reports generated internally by Contractor. The quarterly expenditure report shall include, but not limited to, the expenditure categories identified in Exhibits B-9 and B-10, and is to include the name and position title of personnel, including new staff hired within the quarter.

The ONA may request additional reporting information for inclusion in the above referenced quarterly reports, and will make an effort to notify Contractor in advance of each report deadline, if additional information is required.

### 3. PROGRAM ELIBIBILITY REQUIREMENT

Eligibility for Tutoring/Mentoring Program shall include, but is not limited to those students registered at ELAC who: 1) request academic assistance from the Contractor, 2) receive less than seventy-five(75) percent on any nursing course examination at ELAC, 3) have an academic history of not completing or being out of compliance with the nursing curriculum standards at ELAC, or 4) are otherwise identified or referred by ELAC school staffing representatives as needing academic assistance.

### 4. PROGRAM EVALUATION

Contractor shall evaluate its program a minimum of once per quarter using written evaluations from students for each program

activity. Students scoring below average will be referred to the Nurse Advisor for assessment and Program assistance. The goal is to have 90% of the total student evaluation indicate that the Program activity was of benefit to them. The Nurse Advisor will assess in writing all Program activities scoring below an average of 90% and prepare and implement a plan of corrective action. In addition, the passing rate of nursing students on NCLEX-RN shall be 75% on the first try. The Nurse Advisor shall prepare a written assessment if less than 75% of graduates are not passing NCLEX-RN, per BRN quarterly reports. The assessment shall include a plan of corrective action.

5. PERSONNEL

For purposes of this Agreement, Program staff will perform the following duties:

A. The Nurse Advisor: The Nurse Advisor shall: (1) serve as the Program Coordinator; (2) select and supervise Program faculty and student workers in concurrence with Nursing Department Chairperson; (3) develop, schedule, and implement mini-lectures/workshops/seminars during the school year, including the summer and winter sessions; (4) identify, refer and track students who fit within the criteria of the Program; (5) Identify and provide learning activities for the ongoing retention of students; (6) document all Program activity including, but not limited to, the program evaluations



referenced in Attachment I-VI and the quarterly program reports and expenditure reports referenced in Agrément Exhibit A-4 Paragraph 2; (7) identify pre-nursing students and recommend support courses to encourage success in the overall Associate Degree Nursing (ADN) Program; (8) function as liaison between the Program and ADN faculty;

(9) identify and refer students in need of financial assistance;

(10) recruit nursing students for employment upon students' graduation and licensure as registered nurses; and (11) document the number of nursing students accepting positions within DHS hospitals.

B. Faculty Tutors: Faculty Tutor(s) shall meet with smaller subgroups of approximately 3 or more students per tutoring session. The Faculty Tutor shall participate in the mini-lectures/seminars/workshops/academic and or clinical tutoring /mentoring provided by this Program. In addition, sign-in sheets for each tutoring session shall be maintained and shall include: instructors name, participant names, date, length of session and brief description of content. Copies of the sign-in logs shall be retained by Contractor and made available to ONA upon request.

C. \*Teaching Assistants/Student Tutor(s): Under the supervision of the Program Coordinator, and Program staff, the teaching assistant/Student Tutor(s) will: 1) assist students with the use of nursing learning laboratory/learning resources;

2) assist students on computer; 3) supervise students when practicing clinical skills; and 4) assist the Program staff.

D. \*Student Workers: Under the supervision of the Nurse Advisor and Program staff, the student workers will: 1) assist Program staff as needed; 2) manage the distribution of learning resources materials; 3) provide typing/filing as needed; and 4) act as peer counselors.

E. Accountant: The Accountant will be in charge of overseeing and managing the budget of the Tutoring and Mentoring Program, in addition to distributing checks and ensuring the appropriate staff is being paid as described in the budget. The Accountant will provide monthly expenditure reports and other documentation as needed by the Office of Nursing Affairs.

\*These positions are on a volunteer basis and are non-budgeted items at this time.

County of L.A.-Dept. of Health Services  
 East Los Angeles College  
 Tutoring/Mentoring Grant Program  
 From August 1, 2007 to July 31, 2008  
 Summary of Project Costs (First Year)

Exhibit  
B-9

Summer 2007 Break Period:

August 1-17, 2007

Fall 2007 -1st Academic Quarter Period:

September 4, 2007 to October 31, 2007

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (48hrs/mo. x 3 mos.)	144	60.10000	9.70%	5.83	65.93	8,654.40	839.49	9,493.89
Faculty Tutors (104hrs/mo.x 3mos.)	312	60.10000	9.70%	5.83	65.93	18,751.20	1,818.87	20,570.08
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Summer 2007 &amp; Fall 2007 1st Qtr. Session</b>						<b>27,736.38</b>	<b>2,658.35</b>	<b>30,394.74</b>

Fall 2007 2nd Academic Quarter Period:  
 2008 Winter Break

November 1, 2007 to December 31, 2007  
 January 2, 2008 to February 1, 2008

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (48hrs/mo. x 3 mos.)	144	60.10000	9.70%	5.83	65.93	8,654.40	839.49	9,493.89
Faculty Tutors (104hrs/mo.x 3mos.)	312	60.10000	9.70%	5.83	65.93	18,751.20	1,818.87	20,570.08
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Fall 2007 - 2nd Qtr. &amp; Winter 2008 Break Session</b>						<b>27,736.38</b>	<b>2,658.35</b>	<b>30,394.74</b>

County of L.A.-Dept. of Health Services  
 East Los Angeles College  
 Tutoring/Mentoring Grant Program  
 From August 1, 2007 to July 31, 2008  
 Summary of Project Costs (First Year)

Exhibit  
 B-9

Spring 2008 - 1st Academic Quarter Period:

February 4, 2008 to March 31, 2008

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (48hrs/mo. x 2 mos.)	96	60.10000	9.70%	5.83	65.93	5,769.60	559.66	6,329.26
Faculty Tutors (105hrs/ x 2 mos.	210	60.10000	9.70%	5.83	65.93	12,621.00	1,224.24	13,845.24
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Spring 2008 1st. Quarter Session</b>						<b>18,721.38</b>	<b>1,783.90</b>	<b>20,505.28</b>

Spring 2008 - 2nd Academic Quarter Period:  
 2008 Spring Break

April 9, 2008 to June 8, 2008  
 April 1, 2008 to April 6, 2008

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (48hrs/mo. x 2 mos.&1wk)	108	60.10000	9.70%	5.83	65.93	6,490.80	629.62	7,120.42
Faculty Tutors (105hrs/mo.x 2mos.&1 wk)	236.25	60.10000	9.70%	5.83	65.93	14,198.63	1,377.27	15,575.90
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Spring 2008 2nd. Qtr &amp; Spring Break</b>						<b>21,020.21</b>	<b>2,006.88</b>	<b>23,027.10</b>

County of L.A.-Dept. of Health Services  
 East Los Angeles College  
 Tutoring/Mentoring Grant Program  
 From August 1, 2007 to July 31, 2008  
 Summary of Project Costs (First Year)

Exhibit  
 B-9

Summer 2008 Break Period:

June 11,2008 to- July 31, 2008

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (5.15hrs/7 wks)	36	60.10000	5.45%	3.28	63.38	2,163.67	117.92	2,281.59
Faculty Tutors (15hrs/wk x 7 wks)	105	60.10000	5.45%	3.28	63.38	6,310.50	343.92	6,654.42
Accounting	4	55.13000	0.00%	0.00	55.13	220.53	0.00	220.53
<b>Total - Summer 2008 Break Period</b>						<b>8,694.70</b>	<b>461.84</b>	<b>9,156.53</b>

COST OF CONTRACT PERSONNEL & Employee Benefits - 2007-08

\$113,478.39

COST OF CONTRACT SUPPLIES - FIRST YEAR 2007-08

3,521.61

TOTAL COST OF CONTRACT - FIRST YEAR 2007-08

\$117,000.00

County of L.A.-Dept. of Health Services  
 East Los Angeles College  
 Tutoring/Mentoring Grant Program  
 From August 1, 2008 to July 31, 2009  
 Summary of Project Costs (Second Year)

Exhibit  
 B-10

Summer 2008 Break Period:

August 1, 2008 to August 15, 2008

Fall 2008 -1st Academic Quarter Period:

September 2, 2008 to October 31, 2008

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (48hrs/mo. x 3 mos.)	144	60.10000	9.70%	5.83	65.93	8,654.40	839.49	9,493.89
Faculty Tutors (125hrs/mo.x 3mos.)	375	60.10000	9.70%	5.83	65.93	22,537.50	2,186.14	24,723.65
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Summer 2008 &amp; Fall 2008 1st Qtr. Session</b>						<b>31,522.68</b>	<b>3,025.62</b>	<b>34,548.31</b>

Fall 2008 2nd Academic Quarter Period:  
 2009 Winter Break

November 1, 2008 to December 31, 2008  
 January 2, 2009 to January 31, 2009

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (48hrs/mo. x 3 mos.)	144	60.10000	9.70%	5.83	65.93	8,654.40	839.49	9,493.89
Faculty Tutors (125hrs/mo.x 3mos.)	375	60.10000	9.70%	5.83	65.93	22,537.50	2,186.14	24,723.65
Accounting	6	55.13000	0.00%	0.00	55.13	330.78	0.00	330.78
<b>Total - Fall 2008 - 2nd Qtr. &amp; Winter 2009 Break Session</b>						<b>31,522.68</b>	<b>3,025.62</b>	<b>34,548.31</b>

County of L.A.-Dept. of Health Services  
East Los Angeles College  
Tutoring/Mentoring Grant Program  
From August 1, 2008 to July 31, 2009  
Summary of Project Costs (Second Year)

Exhibit  
B-10

Spring 2009 - 1st Academic Quarter Period:

February 2, 2009 to March 31, 2009

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (48hrs/mo. x 2 mos.)	96	60.10000	9.70%	5.83	65.93	5,769.60	559.66	6,329.26
Faculty Tutors (115hrs/ x 2 mos.)	230	60.10000	9.70%	5.83	65.93	13,823.00	1,340.83	15,163.83
Accounting	5	55.13000	0.00%	0.00	55.13	275.65	0.00	275.65
<b>Total - Spring 2009 1st. Quarter Session</b>						<b>19,868.25</b>	<b>1,900.49</b>	<b>21,768.74</b>

Spring 2009 - 2nd Academic Quarter Period:  
2009 Spring Break

April 9, 2009 to June 9, 2009  
April 1, 2009 to April 6, 2009

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (48hrs/mo. x 2 mos. & 1wk)	108	60.10000	9.70%	5.83	65.93	6,490.80	629.62	7,120.42
Faculty Tutors (115hrs/mo. x 2 mos. & 1 wk)	258.75	60.10000	9.70%	5.83	65.93	15,550.88	1,508.43	17,059.32
Accounting	5	55.13000	0.00%	0.00	55.13	275.65	0.00	275.65
<b>Total - Spring 2009 2nd. Qtr &amp; Spring Break</b>						<b>22,317.33</b>	<b>2,138.05</b>	<b>24,455.39</b>

County of L.A.-Dept. of Health Services  
 East Los Angeles College  
 Tutoring/Mentoring Grant Program  
 From August 1, 2008 to July 31, 2009  
 Summary of Project Costs (Second Year)

Exhibit  
B-10

Summer 2009 Break Period:

June 10, 2009 to July 31, 2009

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
Nursing Advisor (5.15hrs/7 wks)	36	60.10000	5.45%	3.28	63.38	2,163.67	117.92	2,281.59
Faculty Tutors (15hrs/wk x 7 wks)	105	60.10000	5.45%	3.28	63.38	6,310.50	343.92	6,654.42
Accounting	3.5	55.13000	0.00%	0.00	55.13	192.97	0.00	192.97
<b>Total - Summer 2009 Break Period</b>						<b>8,667.14</b>	<b>461.84</b>	<b>9,128.97</b>

COST OF CONTRACT PERSONNEL & Employee Benefits - Second Year 2008-2009	\$124,449.72
COST OF CONTRACT SUPPLIES - Second Year 2008-2009	<u>3,550.28</u>
TOTAL COST OF CONTRACT - Second Year 2008-2009	<u><u>\$128,000.00</u></u>

Cost of Contract - First Year 2007-2008	\$117,000.00
Cost of Contract - Second Year 2008-2009	<u>128,000.00</u>
Total Contract	<u><u>\$245,000.00</u></u>



## **East Los Angeles College Curriculum for 2007-2009 VIII**

The basic nursing portion of the curriculum is composed of fifteen core courses. Each course begins and ends in eight weeks, and is to be taken sequentially as outlined in the College Catalog and the Basic R.N. Curriculum.

### **Modules**

Within each nursing course, learning is enhanced by the organization of course content into units of instruction, called modules. A module is a self-contained unit of instruction/learning activities (reading, viewing filmstrips, lying of hands in practice lab, etc.) needed to master the objectives. The learning of module objectives may take place in the classroom, clinical setting, practice laboratory or any combination of these, and may vary in length from one week to four weeks. Students are to prepare for the scheduled module objectives prior to lecture and discussion period. Testing comprehension of theory objectives follows each module, and a practicum of selected clinical skills is given at the end of the eight-week course.

### **Guidelines for Module Use**

The modules in the East Los Angeles Nursing Program are designed to help the student learn the theoretical concepts and clinical skills that are basic to the student role as a health care provider. The modules serve as learning tools and guidelines for the student to use throughout the duration of the program. The unique organizing framework of the modules embodies a simple to complex approach in which theoretical concepts are developed and explored; then the student is guided to an understanding of the clinical applications of these concepts and implementation of the nursing process in addressing the physiological, psychosocial, and developmental needs of all patients/clients.

### **Module Contents**

The course outline at the beginning of each modular packet provides the student with an overview of all the information and specific skills contained in the module.

## Description of Courses

Course #	Course Name	Course Description
N265	Fundamentals in Nursing	This course introduces fundamental concepts of the nursing profession, including its history, theory, ethical, and legal considerations as well as the program's conceptual framework utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N266	Nursing Process & Practice in the Care of the Adult Client I	This beginning medical-surgical nursing course integrates critical thinking skills as it introduces the student to concepts and principles of basic nursing care for clients with alterations in hematological, immunological, oncological and integumentary systems, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N267	Nursing Process & Practice in the care of the Adult Client II	This medical-surgical nursing course provides theoretical and clinical experiences in the care of the adult client with alterations in oxygenation, ventilation, tissue perfusion, metabolic, hormonal regulation and neurosensory utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N268	Nursing Process & Practice in the care of clients w/Alterations in Mental Health	This course provides theoretical and clinical experience in the care of clients with alterations in mental health utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N269	Nursing Process & Practice in the care of the Adult Client III	This medical-surgical nursing course provides theoretical and clinical experiences in the care of the adult client with alterations in genitourinary, fluid/electrolyte, musculoskeletal, gastrointestinal and hepatobiliary systems utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N270	Nursing Process & Practice in the care of Children	This course is designed to prepare the student to provide safe and effective Nursing care to the Pediatric Client utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory. Theoretical/clinical concepts include health maintenance and complications emphasizing emotional, psychosocial, cultural and legal aspects.
N271	Nursing Process & Practice in the care of Women and the Newborn	This course is designed to prepare the student to undertake her/his role as in providing safe and effective care to women and the newborn. Emphasis is made on the physiological care and complications including the emotional, psychosocial, cultural, and legal aspects utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory. Clinical experience is provided in a variety of community settings.
N272	Nursing Process & Practice in the care of the Adult Client IV	This medical-surgical nursing course provides theoretical and clinical experiences in the care of adult clients with complex medical or surgical alterations and emergency situations utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

N273	Role Transition Part	This course introduces the role of professional nursing from past to present addressing legal/ethical issues and delivery of care in a multi-cultural society. Emphasis is placed on professional accountability and the ability to demonstrate critical thinking when solving complex client care issues.
N274	Role Transition /Preceptorship	This theory course is taught concurrently with Preceptorship. It offers students the opportunity to explore major factors involved in the transition from the student role to that of the professional registered nurse focusing on effective leadership and management, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory in managing client care. The clinical component is taught concurrently with Role Transition Part II. It is designed to facilitate/ease the transition from generic student and LVN to Registered Nurse. Focus is on allowing the student to perform nursing duties/responsibilities under the supervision of a RN preceptor, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N275A	Pharmacology I	This course introduces basic pharmacological therapy and mathematical computations of drugs to first year nursing students utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.
N275B	Pharmacology II	This course focuses on the nurse's role and responsibilities in the medication administration process. Emphasis is placed on assessment of client's health status, knowledge of various pharmacological agents, expected outcomes and health teaching, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental theory.
N276	Introduction to the Nursing Process	This course introduces Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Needs and how to develop a nursing care plan.
N277	Health Assessment	This course introduces beginning nursing students to basic physical assessment tools and skills in developing a client's health history and conducting head to toe physical examinations. The Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory will be discussed and utilized to integrate assessment findings.

# Basic R.N. Curriculum, Beginning Spring 2007

## FIRST SEMESTER

	<u>Units</u>
Nursing 265 Fundamentals of Nursing	4
Nursing 266 Nursing Process & Practice in the Care of the Adult Client I	4
Nursing 275A Pharmacology	11
Nursing 276A Introduction to the Nursing Process	1.5
Nursing 277 Health Assessment	1.5
Physical Education	1

*Total: 13*

## SECOND SEMESTER

	<u>Units</u>
Nursing 267 Nursing Process & Practice in the Care of the Adult Client II	4
Nursing 268 NP & P in the Care of Clients w/Alterations in Mental Health	4
Nursing 273 Role Transition	0.5
Nursing 275B Pharmacology II	1
*Humanities requirement for graduation – see college catalog	3

*Total: 12.5*

## THIRD SEMESTER

	<u>Units</u>
Nursing 269 Nursing Process & Practice in the Care of the Adult Client III	4
Nursing 271 Nursing Process & P in the Care of Women and the Newborn	4
Speech 101 or 111	3
Sociology 1 or 11 or Anthropology 102	3

*Total: 14*

## FOURTH SEMESTER

	<u>Units</u>
Nursing 270 Nursing Process & Practice in the Care of Children	4
Nursing 272 Nursing Process & Practice in the Care of the Adult Client IV	4
Nursing 274 Role Transition/Preceptorship	0.5/2.5
*American Institutions or U.S. History requirement (see college catalog)	3

*Total: 14*

**Note:** Satisfactory progression is required in ALL of the above courses.

\*See Nursing counselor for recommended courses.

# Progression of Courses, Basic RN Curriculum

Core nursing courses are listed sequentially, and must be completed before progressing to the next quarter/semester.

## FIRST SEMESTER

### 1<sup>st</sup> Quarter

Nursing 265

Nursing 277

Nursing 275A

### 2<sup>nd</sup> Quarter

Nursing 266 N265, N277, N275A are prerequisites to Nursing N266, N276

Nursing 276

Physical Education May be taken in any semester prior to graduation.

**SECOND SEMESTER** Prerequisite: First semester nursing courses must be completed.

### 1<sup>st</sup> Quarter

Nursing 267 These courses must be completed before progressing to third semester.

Nursing 273

Nursing 275B

or

### 2<sup>nd</sup> Quarter

Nursing 268

Nursing 275B

Nursing 273

Humanities Any course from the graduation list in the area of humanities.

## THIRD SEMESTER

Prerequisite: Second semester nursing courses must be completed.

### 1<sup>st</sup> Quarter

Nursing 269 Both nursing courses must be completed before progressing to the fourth semester.

### 2<sup>nd</sup> Quarter

Nursing 271

Speech 101 or 111

Recommended in this semester.

Sociology 1 or 11

Recommended in this semester.

-or -

Anthropology 102

## FOURTH SEMESTER

Prerequisite: Third semester nursing courses must be completed.

### 1<sup>st</sup> Quarter

Nursing 270 All three courses must be completed before graduation.

### 2<sup>nd</sup> Quarter

Nursing 272

Nursing 274

American Institutions Recommended in this semester. Recommended courses are African American Studies 4, 5 and Chicano Studies 7, 8.

East Los Angeles College  
Department of Nursing  
Los Angeles County, DHS Mentoring Program  
List of Supplemental Tutoring Sessions  
August 2007-July 31, 2009

1. Dosage Calculation
2. LVN-RN Overview
3. Cardiac Assessment
4. Pharmacology Review
5. Electrolyte Review
6. Nursing Assessment
7. Medication Administration
8. Nursing Process Review
9. Integumentary Review
10. Anxiety Disorders Review
11. Neurology Review
12. Hematology Review
13. Renal Review
14. Respiratory Review
15. Mood Disorders
16. Communication/ Process Recording
17. Concept Mapping
18. Nursing Fundamentals Review
19. Eyes & Ears Review
20. Endocrine Review
21. Diabetes Review

- 22. Nursing Process/Care Plan Review
- 23. Gastrointestinal Review
- 24. Dysrhythmias Review
- 25. Intravenous Dosage Calculations
- 26. Clinical Skills Review
- 27. Pediatric Nursing Review
- 28. Women's Health Review
- 29. Mental Health Nursing Review
- 30. Test Taking/ Study Skills Review
- 31. Crisis & Substance Abuse
- 32. ABG Analysis
- 33. Defense Mechanisms
- 34. OB/GYN Nursing Review

ATTACHMENT IX



**LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES**



**Health Services**  
LOS ANGELES COUNTY

***OFFICE OF NURSING AFFAIRS***

Vivian Branchick, RN – Chief Nursing Officer –  
Director of Nursing Affairs/[vbranchick@ladhs.org](mailto:vbranchick@ladhs.org)  
Judy Refuerzo, RN - Assistant Nursing Director/ [jrefuerzo@ladhs.org](mailto:jrefuerzo@ladhs.org)  
Diana Vasquez, RN - Assistant Nursing Director/ [dvasquez@ladhs.org](mailto:dvasquez@ladhs.org)  
313 North Figueroa Street, Room 904  
Los Angeles, CA 90012  
(213) 240-7702 / Fax# (213) 482-9421

***HARBOR-UCLA MEDICAL CENTER***

Susan Coover, RN. - Nurse Recruiter  
1000 West Carson Street, Main Unit-Room 1M6A  
Torrance, CA 90509  
(310) 222-2512/ Fax: (310) 787-0065/ [scoover@ladhs.org](mailto:scoover@ladhs.org)

***HIGH DESERT HEALTH SYSTEMS***

Betty Mann, RN. – Nurse Recruiter  
44900 60<sup>th</sup> Street West  
Lancaster, CA 93534  
(661) 945-8585/ Fax : (661) 940-3550/ [bemann@ladhs.org](mailto:bemann@ladhs.org)

***LAC+USC HEALTHCARE NETWORK***

Nurse Recruitment  
1200 N. State Street, Room 1822  
Los Angeles, CA 90033  
(323) 226-4664/ Fax: (323) 226-2781

***MARTIN LUTHER KING, JR. – HARBOR HOSPITAL***

Katherine Cho, RN. - Nurse Recruiter (I & R Bldg., Room 1-404)  
12021 South Wilmington Avenue, Box 1056  
Los Angeles, CA 90059  
(310) 668-3626/ Fax# (310) 668-5232/ [katcho@ladhs.org](mailto:katcho@ladhs.org)

***RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER***

Rindy Stewart, RN. - Nurse Recruiter  
7601 E. Imperial Highway, Harriman Bldg., Rm. 156  
Downey, CA 90242  
(562) 401-7912/ Fax# (562) 803-6231/ [rlstewart@ladhs.org](mailto:rlstewart@ladhs.org)

***VALLEYCARE OLIVE VIEW- UCLA MEDICAL CENTER AND HEALTH CENTERS***

Ramona Osorio, RN. - Nurse Recruiter  
14445 Olive View Drive, Nursing Education Center, Suite 212  
Sylmar, CA 91342  
(818) 364-3317/ Fax# (818) 364-3326/ [rosorio@ladhs.org](mailto:rosorio@ladhs.org)

LOS ANGELES COUNTY EMPLOYMENT APPLICATIONS ARE AVAILABLE AT:  
WEBSITE: <http://www.ladhs.org>



EXHIBIT II

Contract No. H-300470

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM  
GLENDALE COMMUNITY COLLEGE SCHOOL OF NURSING AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

GLENDALE COMMUNITY COLLEGE  
(hereafter "Contractor"  
or "GCC")

WHEREAS reference is made to that certain document entitled  
"DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM  
GLENDALE COMMUNITY COLLEGE SCHOOL OF NURSING AGREEMENT", dated  
July 9, 2003, and further identified as County Agreement  
No. H-300470, between the County and GLENDALE COMMUNITY COLLEGE,  
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term and to make other hereinafter  
designated changes; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2007 and shall remain in full force and effect to, and including June 30, 2009, subject to County funding.
2. Paragraph 1, TERM AND TERMINATION, subparagraph A shall be revised as follows:

"A. TERM AND TERMINATION: The term of this Agreement shall commence upon Board approval and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including June 30, 2009."

3. Paragraph 4, DESCRIPTION OF SERVICES, shall be revised as follows:

"4. DESCRIPTION OF SERVICES: Contractor shall provide County with tutoring/mentoring/recruitment services as described in Exhibits A, A-1, and A-2, attached hereto and incorporated herein by reference.

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: Effective upon date of Board approval through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Three Thousand Six Hundred Five Dollars (\$183,605), in accordance with Exhibits B-1 and B-2 attached hereto

and incorporated herein by reference.

During the period July 1, 2005 through July 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Three Thousand Six Hundred Five Dollars (\$183,605) in accordance with Exhibits B-3 and B-4, attached hereto and incorporated herein by reference.

During the period July 1, 2007 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Three Thousand Six Hundred Five Dollars (\$183,605), in accordance with Exhibits B-5 and B-6, attached hereto and incorporated herein by reference.

Program expenditures shall be in accordance with the description of services described in Exhibits A, A-1, A-2, for the program costs described in Exhibits B-1, B-2, B-3, B-4, B-5, and B-6 attached hereto and incorporated herein by reference.

County reserves the right to adjust the allocation of program funds described in Exhibits B-5 and B-6 only upon review and approval of Contractor's written request and justification. In such event, Contractor must submit their request to the Administrator according to the provision set forth in the Agreement under Paragraph 15,

NOTICES."

5. Paragraph 6, COMPENSATION, shall be revised as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services described in this Amendment in two payments. The first payment of Eighty Nine Thousand Nine Hundred Twenty Four Dollars (\$89,924) will be made on or about September 1, 2007. The second payment of One Ninety three Thousand Six Hundred and Eighty One Dollars (\$93,681) will be made on or about September 1, 2008.

6. Paragraph 33, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"33. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may,

in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate this agreement or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate debarment. The County may, in its discretion,

reduce the period of debarment or terminate the debarment it is finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. These terms shall also apply to (subcontractor/

subconsultants) of County Contractors."

7. Paragraph 14, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:

"14. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of



Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating

parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, "Electronic Protected Health Information" means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare

conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of

Protected Health Information: Business Associate:

- a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - 1) Use Protected Health Information; and
  - 2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours

from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately

notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt



of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered

Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this

Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of

Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for

Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions:

In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

8. Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION., of the Additional Provisions shall be revised as

follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Amendment, such disposition is an

assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

9. Paragraph 10 CONFLICT OF TERMS, shall be revised to read as follows:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibits and attachments(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and attachments(s) shall govern and prevail in the following order:

A. Exhibit A, A-1, and A-2.

B. Exhibits B-1 and B-2, B-3, B-4, B-5, B-6, C, D, E,  
and F.

C. Attachments I, II, III, IV, V, and VI."

10. As of the effective date of July 1, 2007, wherever it appears in this Agreement, the term "Exhibit A-1" shall be replaced by the term "Exhibit A-2, respectfully.

11. As of July 1, 2007, Exhibits A-2, B-5, and B-6 shall be added to the Agreement.

12. As of July 1, 2007, Exhibit A-2, and Exhibits B-5, and B-6 shall supersede and replace Exhibit A-1, and Exhibits B-3 and B-4, respectively.

13. As of July 1, 2007, Attachment VI shall be added to the agreement.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

GLENDAL COMMUNITY COLLEGE  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Page

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Raymond G. Fortner  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCD4353.ev:4/17/07

EXHIBIT A-2

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

CONTRACTOR SERVICES

1. DESCRIPTION OF SERVICES: The purpose of the Department of Health Services Tutoring/Mentoring Program (hereafter "Program") is to provide Glendale Community College's (hereafter "GCC") Nursing Department financial assistance to offer personalized academic and clinical support for nursing students. The Program is designed to improve study skills and enhance the overall learning process. The Program's goal is to assist each student from the GCC's Nursing Department to seek employment in County health facilities thereafter.

The Program shall provide the following services:

(1) identify, refer and track students who fit within the criteria of the Program as described in Agreement, paragraph 3 Program Eligibility Requirements; (2) provide additional lectures in medical/surgical nursing, mental health, and other courses as described in the GCC's School of Nursing Course Modules as well as preparing students to pass the National Council Licensing Exam for Registered Nurses (hereafter "NCLEX-RN"); (3) Provide additional supportive seminars and or workshops on topics such as written and oral communication skills, academic advisement, priority stress management, study skills, pharmacology reviews, clinical remediation, information competency,

math computation, and other subjects; (4) Participate with County in the active recruitment of nursing students for permanent employment with County upon students' graduation and licensure as registered nurse. (5) Distribute and post the County of Los Angeles, Department of Health Services Benefit Information and the Employment Information Flyer and incorporated herein, to all DHS Tutoring/Mentoring Program participants at the end of each 8 week quarter, 4-5 week winter intersession, and 4-5 week or more summer sessions. (6) Provide the Office of Nursing Affairs (hereafter "ONA") in writing of recruitment event activities in collaboration with ONA, (such as graduation, pinning ceremonies, semester "kick offs" and nursing job fairs) and (7) the Contractor will comply with the implementation, monitoring and evaluation instruments provided in Attachment IV.

2. PROGRAM STATUS AND EXPENDITURE REPORTS

Contractor agrees to provide quarterly program status reports and quarterly expenditure status reports to the Office of Nursing Affairs (ONA) according to the following schedule:

<u>REPORTING PERIOD</u>	<u>REPORTING DATES</u>	<u>DUE DATE</u>
Summer 2007 Break	8/1/07-9/2/07	11/14/07
Fall 2007 1st Qtr.	9/6/07-10/29/07	
Fall 2007, 2nd Qtr.	10/31/07-12/22/07	
2007 Winter Break	1/3/08-2/6/08	2/20/08

Spring 2008, 1st Qtr	2/9/08-4/4/08	
2008 Spring Break	4/5/08-4/11/08	4/25/08
Spring 2008, 2nd Qtr.	4/12/08-6/4/06	
Summer 2008 Break	6/5/08-6/30/08	7/17/08
Summer 2008 Break	7/1/08-9/2/08	11/13/08
Fall 2008 1st Qtr.	9/5/08-10/28/08	
Fall 2008, 2nd Qtr.	10/20/08-12/23/08	2/20/09
2008 Winter Break	1/2/09-2/6/09	
Spring 2009, 1st Qtr.	2/6/09-4/4/09	
2009 Spring Break	4/5/09-4/11/09	4/25/09
Spring 2009, 2 <sup>nd</sup>	4/12/09-6/04/09	
2009 Summer Break	7/1/09-6/30/09	7/16/07

Quarterly program reports shall include, but not be limited to, the number of nursing students by ethnicity enrolled in the Program, the attrition rate for the student population in the GCC Nursing Department, number of tutoring sessions provided, date and names of the courses provided including the instructor's names, the number of nursing graduates passing the NCLEX-RN exam the first time, number of nursing graduates, number of nursing graduates employed by the Department of Health Services (DHS) and the status report of job placement of nursing students post one- year graduation.

Quarterly expenditure reports shall be based upon quarterly financial reports generated internally by Contractor. The quarterly expenditure report shall include, but not limited to, the expenditure categories identified in Exhibits B-5 and B-6, and is to include the name and position title of personnel, including new staff hired within the quarter.

The ONA may request additional reporting information for inclusion in the above referenced quarterly reports, and will make an effort to notify Contractor in advance of each report deadline, if additional information is required.

3. PROGRAM ELIBIBLITY REQUIREMENT

Eligibility for Tutoring/Mentoring Program shall include, but is not limited to those students registered at GCC who: 1) request academic assistance from the Contractor, 2) receive less than seventy-five(75) percent on any nursing course examination at GCC, 3) have an academic history of not completing or being out of compliance with the nursing curriculum standards at GCC, or 4) are otherwise identified or referred by GCC school staffing representatives as needing academic assistance.

4. PROGRAM EVALUATION

Contractor shall evaluate its program a minimum of once per quarter using written evaluations from students for each program activity. Students scoring below average will be referred to the Nurse Advisor for assessment and Program assistance. The goal is

to have 90% of the total student evaluation indicate that the Program activity was of benefit to them. The Nurse Advisor will assess in writing all Program activities scoring below an average of 90% and prepare and implement a plan of corrective action. In addition, the passing rate of nursing students on NCLEX-RN shall be 75% on the first try. The Nurse Advisor shall prepare a written assessment if less than 75% of graduates are not passing NCLEX-RN, per BRN quarterly reports. The assessment shall include a plan of corrective action.

5. PERSONNEL

For purposes of this Agreement, Program staff will perform the following duties:

A. The Nurse Advisor: The Nurse Advisor shall: (1) serve as the Program Coordinator; (2) select and supervise Program faculty and student workers in concurrence with Nursing Department Chairperson; (3) develop, schedule, and implement mini-lectures/workshops/seminars during the school year, including the summer and winter sessions; (4) identify, refer and track students who fit within the criteria of the Program; (5) Identify and provide learning activities for the ongoing retention of students; (6) document all Program activity including, but not limited to, the program evaluations referenced in Attachment IV and the quarterly program reports and expenditure reports referenced in Agreement Exhibit A-2

Paragraph 2; (7) identify pre-nursing students and recommend support courses to encourage success in the overall Associate Degree Nursing (ADN) Program; (8) function as liaison between the Program and ADN faculty;

(9) identify and refer students in need of financial assistance; (10) recruit nursing students for employment upon students' graduation and licensure as registered nurses; and (11) document the number of nursing students accepting positions within DHS hospitals.

B. Faculty Tutors: Faculty Tutor(s) shall meet with smaller subgroups of approximately 3 or more students per tutoring session. The Faculty Tutor shall participate in the mini-lectures/seminars/workshops/academic and or clinical tutoring /mentoring provided by this Program. In addition, sign-in sheets for each tutoring session shall be maintained and shall include: instructors name, participant names, date, length of session and brief description of content. Copies of the sign-in logs shall be retained by Contractor and made available to ONA upon request.

C. Student Tutor(s): Under the supervision of the Program Coordinator, and Program staff, the teaching assistant/Student Tutor(s) will: 1) assist students with the use of nursing learning laboratory/learning resources. 2) assist students on computer, 3) supervise students when practicing clinical skills, 4) assist the Program staff.

D. Student Workers: Under the supervision of the Nurse Advisor and Program staff, the student workers will:

- 1) assist Program staff as needed, 2) manage the distribution of learning resources materials, 3) provide typing/filing as needed,
- 4) act as peer counselors.



**Glendale Community College  
Proposed DHS Tutor/Mentor Budget  
FY 2007-2008**

Fall Semester - September - December 2007		Winter Intersession - Jan - Feb 08		Spring Semester - Feb - June 08		Summer Session - July - August 08					
Nursing Workshop/Advisement	1450	7,605	Faculty Tutors	1316	1,280	Nursing Workshop/Advisement	1450	7,605	Faculty Tutors	1315	6,173
Study Workshops	1310	3,925	Nursing Workshops/Advisements	1456	3,235	Study Workshops	1310	4,024	Workshops/Advisement	1455	3,555
Nursing Advisor	2380	7,680	Benefits	3000	1,175	Nursing Advisor	2380	7,680	Nursing Advisor	2380	1,440
Student Workers	2110	3,000	Student Workers	5110	198	Student Workers	2110	3,000	Benefits	3000	2,185
Benefits	3000	4,440	Staff for Nursing Lab	2380	1,287	Benefits	3000	4,459	Student Tutors	5110	198
Supplies	4300	350				Supplies	4300	350			
Student Tutors	5110	968				Student Tutors	5110	968			
New Student Testing	5690	6,848				New Student Testing	5690	6,296			
<hr/>		<hr/>		<hr/>		<hr/>		<hr/>		<hr/>	
Total Fall Semester	\$34,816	Total Winter 2007	\$7,175	Total Spring Semester	\$34,382	Total Summer	\$13,551				
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Grand Total											\$ 89,924

**Glendale Community College  
Proposed DHS Tutor/Mentor Budget  
FY 2008-2009**

Fall Semester - Sept - Dec 2008	Winter Intersession - Jan - Feb 2009	Spring Semester - Feb - June 2009	Summer Session - July - Aug 2009				
Nursing Workshop/Advisement	1450	9,604	Faculty Tutors	1315	6,173		
Study Workshops	1310	4,925	Nursing Workshops/Advisements	1456	3,313		
Nursing Lab Staff	2380	7,680	Benefits	3000	1,440		
Student Workers	2110	3,000	Student Tutors	5110	2,185		
Benefits	3000	4,440	Nurse Advisors	2380	198		
Supplies	4300	350	Supplies	4300			
Student Tutors	5110	968	Student Tutors	5110			
New Student Testing	5690	6,848	New Student Testing	5690			
Total Fall Semester	\$37,815	Total Winter 2007	\$7,175	Total Spring Semester	\$35,382	Total Summer	\$13,309

Grand Total

**\$ 93,681**

**GLENDAL COMMUNITY COLLEGE  
ATTACHMENTS**

## Glendale Community College -- Department of Nursing

### REGISTERED NURSING CURRICULUM

2007-2009

The RN curriculum is four semesters in length. It is a very challenging and rigorous curriculum designed to prepare graduates for entry level positions as registered nurses in hospital and community health care settings. It is a full-time program of study leading to an A.S. degree with a major in nursing.

All nursing programs provide the student with clinical experience and classroom instruction. Glendale College nursing faculty members are directly responsible for teaching and supervising clinical experience. Local hospitals and other health care/community agencies provide the clinical facilities at which students, under supervision, provide direct nursing care to patients.

The following schedule presents the sequence of required nursing classes which includes the course description, unit value, and the format in which they are traditionally offered.

#### 6-Week Winter Intersession or Summer Session:

Prerequisites and application criteria exist for all nursing classes - please check the Glendale Community College Catalog and Application Requirements for more information. Students must apply and be accepted as a nursing student by the Department of Nursing prior to registering for nursing classes.

New Students begin their nursing classes in the short academic session that precedes their clinical or skill-based courses. These classes are the foundation for the clinical classes that follow and must be completed satisfactorily in order to advance in the sequence.

#### **NS 200 - Nursing Perspectives - 1.5 units**

Nursing Science 200 presents an overview of current health and nursing practice issues with their historical influences. Topics provide the novice nurse an overview of historical and philosophical viewpoints regarding regulatory scopes of practice, ethics and law, interdisciplinary roles, communication, health, and health care delivery trends.

*Lecture: 5 hours per week (6 week format).*

#### **NS 205 - Essentials of Medication Administration - 0.5 units**

Nursing Science 205 is an introductory course which presents the basic knowledge required for safe medication administration. This course is the foundation for the subsequent two course pharmacology sequence and emphasizes the ability of the student to calculate correct drug dosages. The role of the nurse in pharmacologic therapy is presented, stressing individual accountability in the administration of medication. The way drugs work, their absorption, routes of administration, and rationale for use are thoroughly studied. Federal and state regulations which pertain to the administration of medications and regulation of controlled substances are examined.

*Lecture: 1.5 hours per week (6 week format).*

### First Semester Classes:

Prerequisites and application criteria exist for all nursing classes - please check the Glendale Community College Catalog and Application Requirements for more information.

#### **NS 201 – Nursing Seminar I – 1 unit**

Nursing Science 201 provides an enrichment opportunity for all level one nursing students to further explore the application of medical-surgical, fundamentals, and pharmacological classroom content to the clinical situation. The course includes discussion, demonstration, computer simulation, guided practice, and audiovisual presentations.

*Laboratory: 3 hours per week (16 week format).*

#### **NS 208 - Pharmacology for Nursing - 1 unit**

Nursing Science 208 introduces the nursing student to the basic knowledge of pharmacology required to administer medications. The nursing process and unmet human needs provide a framework for the study of selected classes of medications. The nurse's role in promoting safe and effective pharmacologic therapy is stressed. The importances of health team communication and patient education and legal/ethical issues related to medication administration are integrated throughout the course. Emphasis is placed on teaching the patient/family and promoting compliance in medication management.

*Lecture: 2.5 hours per week (16 week format).*

#### **NS 210 - Fundamentals of Nursing – 3.5 units**

Nursing Science 210 introduces the core concepts, principles, and clinical skills common to all areas and levels of nursing practice. It presents the delivery of nursing care based on a hierarchy of universal human needs which impact health, quality of life, and achievement of potential. The entry level student is introduced to the components and use of the nursing process. This course provides the basic platform of nursing knowledge, skills, and caring upon which subsequent nursing courses build. The student is introduced to health care resources for electronic information retrieval. Clinical experiences in the ambulatory and/or acute and long-term care health care settings and simulated experiences in the College Nursing Skills Laboratory are included.

*Lecture: 3.0 hours and laboratory 12.0 hours per week (first 7 weeks of the semester).*

#### **NS 211 - Medical-Surgical Nursing I – 3.5 units**

Nursing Science 211 introduces the student to the basic concepts involved in caring for the patient with a medical-surgical health problem. The course stresses unmet human needs and the nursing process as organizing frameworks for nursing knowledge and skills. Health care needs of the older adult are emphasized. This course continues to emphasize access and use of electronically obtained information related to nursing and health care. Clinical experiences which provide an opportunity for the student to apply theoretical concepts and utilize basic clinical skills are included.

*Lecture: 3.0 hours and laboratory 12.0 hours per week (second 7 weeks of semester).*

## Second Semester Classes:

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

### **NS 212 - Medical-Surgical Nursing II - 4.5 units**

Nursing Science 212 continues the study of the adult with unmet needs resulting from health problems. This course addresses the needs of patients across the adult life span whose health care needs require more complex nursing interventions and skill using the nursing process. The student is encouraged to build on skills gained from the previous semester in electronic acquisition and use of health care information. Clinical experiences are included which provide an opportunity for the student to apply theoretical concepts, think critically, and build clinical skills.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 15.0 hours per week (7- week format – first or second half of the semester, alternating with NS 222 laboratory).*

### **NS 222 - Psychiatric Nursing - 3.5 units**

Nursing Science 222 focuses on the dynamics of adult clients undergoing acute and chronic psychosocial stress. The nursing process, including interviewing skills, is presented within a framework of total mental health team management. Therapeutic relationship is presented as a means of expressing caring. The causes of stress are identified from various theoretical perspectives. The student is encouraged to undertake self exploration and develop a concept of the individual that includes the ability to adapt as a result of successful human need fulfillment. The course provides the student with knowledge and understanding of the interrelatedness of developmental, environmental, cultural, socioeconomic and ethnic factors affecting psychosocial adaptation along the health-illness continuum. Laboratory experiences in mental health settings are included.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 9.0 hours per week (7-week format – first or second half of the semester, alternating with NS 212 laboratory for the generic student or with NS 213 for the Career Ladder LVN-RN student).*

## Third Semester Classes:

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

### **NS 213 - Medical-Surgical Nursing III - 4.5 units**

Nursing Science 213 continues the study of the adult and the aging adult with unmet needs resulting from increasingly complex health problems. This course addresses the needs of patients/clients whose health care needs require complex nursing interventions and competence using the nursing process. Physical assessment is reintroduced at a more complex level, building on previous knowledge and experiences. A portion of clinical assignments focuses on the aging adult with complicated health care needs. Clinical experiences include acute and community-based experiences which provide an opportunity for the student to apply theoretical concepts, demonstrate critical thinking, and increase clinical skills.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 15.0 hours per week (7-week format – first or second half of the semester, alternating with NS 223 laboratory for the generic student or with NS 222 for the Career Ladder LVN-RN student).*

**NS 223 – Maternal Child Health Nursing - 5.5 units**

Nursing Science 223 focuses on the needs of the growing family and incorporates both maternity and pediatric nursing content. The nursing process is stressed as the student learns to adapt previously learned skills and knowledge to the unmet needs of the maternity and pediatric patient. Observation and direct care of normal and high risk populations are included. Theory and clinical experiences are structured to provide the second year nursing student with the opportunity to develop essential linkages for decision making and prioritization unique to this specialty.

*Lecture: 3.5 hours per week (16 week format)*

*Laboratory: 12.0 hours per week (7-week format – first or second half of the semester, alternating with NS 213 laboratory).*

**NS 217 – Bridge to Registered Nursing Practice – 1 unit**

Nursing 217 is an introduction for the LVN to the concepts central to registered nursing practice. It provides clarification of the philosophy and unifying theme which serve as the foundation for the registered nurse curriculum at Glendale Community College. Course design fosters clinical application of the nursing process and its integration into nursing practice. This class is required of all students given advanced placement in the nursing program.

*Lecture: 3 hours per week (6-week format).*

**Fourth Semester Classes:**

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

**NS 214 - Medical-Surgical Nursing IV - 5.5 units**

Nursing Science 214 continues the study of the adult with unmet needs resulting from complex health problems. This course addresses the needs of patients/clients whose health care needs require complex nursing interventions and proficiency in the use of the nursing process. Content includes licensure issues and leadership principles in preparation for entry into practice as a licensed registered nurse. Clinical experiences are structured in a preceptorship format to provide a greater opportunity for the student to apply theoretical concepts and manage multiple priorities, as well as refine critical thinking and clinical skills.

*Lecture: 2.5 hours per week (16 week format) and*

*Laboratory: 9.0 hours per week (12-13 week format) but a significant portion of the hours are scheduled in an intensive 3 – 4 week rotation as a preceptorship or internship to simulate actual staff nurse schedule and responsibilities. Each student is assigned a staff nurse preceptor with whom they work individually during this time.*

**NS 215 - Nursing Practice in Contemporary Settings - 3.0 units**

Nursing Science 215 provides the fourth semester nursing student the with the opportunity to integrate and apply previously learned skills and knowledge from all areas of nursing practice to new, current, and/or evolving health care settings. Classroom content focuses on the forces which have influenced modern health care in America as well as the sociological, political, and economic issues which shape the delivery of contemporary health care and the practice of nursing. Classroom and clinical experiences assist the student to acquire additional proficiency which will assist in securing an entry level registered nurse position.

*Lecture: 1.5 hours per week (16 week format)*

*Laboratory: 4.5 hours per week (3 – 4 week forma, alternating with the clinical preceptorship in NS 214).*

## STUDENT DEVELOPMENT – RETENTION STUDY SKILLS COMPONENT

**Student Development 141 – Learning Skills - 1.0 units (infused into NS 201)**

Student Development 141 is designed to present straightforward practical study techniques. A special emphasis is placed on techniques to increase concentration while reading and listening, developing skill in notetaking, preparing for and taking of examinations, writing a research paper, time management, the study environment, controlling stress and gaining motivation for success.

*Lecture: 1.0 hour per week (16 week format)*



ATTACHMENT VI



**LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES**



**Health Services**  
LOS ANGELES COUNTY

**OFFICE OF NURSING AFFAIRS**

Vivian Branchick, RN – Chief Nursing Officer –  
Director of Nursing Affairs/[vbranchick@ladhs.org](mailto:vbranchick@ladhs.org)  
Judy Refuerzo, RN - Assistant Nursing Director/ [jrefuerzo@ladhs.org](mailto:jrefuerzo@ladhs.org)  
Diana Vasquez, RN - Assistant Nursing Director/ [dvasquez@ladhs.org](mailto:dvasquez@ladhs.org)  
313 North Figueroa Street, Room 904  
Los Angeles, CA 90012  
(213) 240-7702 / Fax# (213) 482-9421

**HARBOR-UCLA MEDICAL CENTER**

Susan Coover, RN. - Nurse Recruiter  
1000 West Carson Street, Main Unit-Room 1M6A  
Torrance, CA 90509  
(310) 222-2512/ Fax: (310) 787-0065/ [scoover@ladhs.org](mailto:scoover@ladhs.org)

**HIGH DESERT HEALTH SYSTEMS**

Betty Mann, RN. – Nurse Recruiter  
44900 60<sup>th</sup> Street West  
Lancaster, CA 93534  
(661) 945-8585/ Fax : (661) 940-3550/ [bemann@ladhs.org](mailto:bemann@ladhs.org)

**LAC+USC HEALTHCARE NETWORK**

Nurse Recruitment  
1200 N. State Street, Room 1822  
Los Angeles, CA 90033  
(323) 226-4664/ Fax: (323) 226-2781

**MARTIN LUTHER KING, JR. – HARBOR HOSPITAL**

Katherine Cho, RN. - Nurse Recruiter (I & R Bldg., Room 1-404)  
12021 South Wilmington Avenue, Box 1056  
Los Angeles, CA 90059  
(310) 668-3626/ Fax# (310) 668-5232/ [katcho@ladhs.org](mailto:katcho@ladhs.org)

**RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

Rindy Stewart, RN. - Nurse Recruiter  
7601 E. Imperial Highway, Harriman Bldg., Rm. 156  
Downey, CA 90242  
(562) 401-7912/ Fax# (562) 803-6231/ [rlstewart@ladhs.org](mailto:rlstewart@ladhs.org)

**VALLEYCARE OLIVE VIEW- UCLA MEDICAL CENTER AND HEALTH CENTERS**

Ramona Osorio, RN. - Nurse Recruiter  
14445 Olive View Drive, Nursing Education Center, Suite 212  
Sylmar, CA 91342  
(818) 364-3317/ Fax# (818) 364-3326/ [rosorio@ladhs.org](mailto:rosorio@ladhs.org)

EXHIBIT III

Contract No. H-300469

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM  
LOS ANGELES VALLEY COLLEGE SCHOOL OF NURSING AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_ day  
of \_\_\_\_\_, 2007

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

LOS ANGELES VALLEY COLLEGE  
(hereafter "Contractor"  
OR "LAVC")

WHEREAS reference is made to that certain document entitled  
"DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM LOS  
ANGELES VALLEY COLLEGE SCHOOL OF NURSING AGREEMENT", dated  
July 9, 2003, and further identified as County Agreement No.  
H-300469, between the County and LOS ANGELES VALLEY COLLEGE, and  
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term and to make other hereinafter  
designated changes; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2007 and shall remain in full force and effect to, and including June 30, 2009, subject to County funding.
2. Paragraph 1, TERM AND TERMINATION, subparagraph A shall be revised as follows:

"A. TERM AND TERMINATION: The term of this Agreement shall commence upon Board approval and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including June 30, 2009."

3. Paragraph 4, DESCRIPTION OF SERVICES, shall be revised as follows:

"4. DESCRIPTION OF SERVICES: Contractor shall provide County with tutoring/mentoring/recruitment services as described in Exhibits A, A-1, and A-2, attached hereto and incorporated herein by reference.

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: Effective upon date of Board approval through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Nine Thousand Nine Hundred Sixty Three Dollars (\$189,963), in accordance with Exhibits B-1 and B-2 attached hereto

and incorporated herein by reference.

During the period July 1, 2005 through July 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Nine Thousand Nine Hundred Sixty-Three Dollars (\$189,963) in accordance with Exhibits B-3 and B-4, attached hereto and incorporated herein by reference.

During the period July 1, 2007 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed, One Hundred Eighty-Nine Thousand Nine Hundred Sixty-Three Dollars (\$189,963), in accordance with Exhibits B-5, and B-6 attached hereto and incorporated herein by reference.

Program expenditures shall be in accordance with the description of services described in Exhibits A, A-1, A-2, for the program costs described in Exhibits B-1, B-2, B-3, B-4, B-5, and B-6 attached hereto and incorporated herein by reference.

County reserves the right to adjust the allocation of program funds described in Exhibits B-5 and B-6 only upon review and approval of Contractor's written request and justification. In such event, Contractor must submit their request to the Administrator according to the

provision set forth in the Agreement under Paragraph 15, NOTICES."

5. Paragraph 6, COMPENSATION, shall be revised as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services described in this Amendment in two payments. The first payment of Ninety Six Thousand One Hundred Thirty Dollars (\$96,130) will be made on or about September 1, 2007. The second payment of Ninety-Three Thousand Eight Hundred and Thirty-Three One Dollars (\$93,833) will be made on or about September 1, 2008."

6. Paragraph 48, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be added to the Additional Provisions as follows:

"48. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of

the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate this agreement or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the



hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. These terms shall also apply to (subcontractor/subconsultants) of County Contractors."

7. Paragraph 14, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:

"14. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder,

including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Further, Electronic Media means: (a) Electronic storage

media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media,

and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in

law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information

System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of

Protected Health Information: Business Associate:

- a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal

responsibilities:

- 1) Use Protected Health Information; and
- 2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to

Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.



(5) Availability of Internal Practices, Books and

Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business

days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered

Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health

Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the

same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this

Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph

shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

8. Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:, of the Additional Provisions shall be revised as follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity

holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Amendment, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

9. Paragraph 10 CONFLICT OF TERMS, shall be revised to read



as follows:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibits and attachments(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and attachments(s) shall govern and prevail in the following order:

- A. Exhibit A, A-1, and A-2.
- B. Exhibits B-1 and B-2, B-3, B-4, B-5, B-6, C, D, E and F.
- C. Attachments I, II, III, IV, V, VI, VII, and VIII."

10. As of the effective date of July 1, 2007, wherever it appears in this Agreement, the term "Exhibit A-1" shall be replaced by the term "Exhibit A-2, respectfully.

11. As of July 1, 2007, Exhibits A-2, B-5, and B-6 shall be added to the Agreement.

12. As of July 1, 2007, Exhibit A-2, and Exhibits B-5, and B-6 shall supersede and replace Exhibit A-1, and Exhibits B-3 and B-4, respectively.

13. As of July 1, 2007, Attachments VII and VIII shall be added to the Agreement.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

LOS ANGELES VALLEY COLLEGE  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Raymond G. Fortner  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCD4353.ev:5/7/07

## EXHIBIT A-2

### DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

#### CONTRACTOR SERVICES

1. DESCRIPTION OF SERVICES: The purpose of the Department of Health Services Tutoring/Mentoring Program (hereafter "Program") is to provide Los Angeles Valley College (hereafter "LAVC") Nursing Department financial assistance to offer personalized academic and clinical support for nursing students. The Program is designed to improve study skills and enhance the overall learning process. The Program's goal is to assist each student from the LAVC's Nursing Department to seek employment in County health facilities thereafter.

The Program shall provide the following services:

(1) identify, refer and track students who fit within the criteria of the Program as described in Agreement, paragraph 3 Program Eligibility Requirements; (2) provide additional lectures in medical/surgical nursing, mental health, and other courses as described in the LAVC's School of Nursing Course Modules as well as preparing students to pass the National Council Licensing Exam for Registered Nurses (hereafter "NCLEX-RN"); (3) Provide additional supportive seminars and or workshops on topics such as written and oral communication skills, academic advisement, priority stress management, study skills, pharmacology reviews, clinical remediation, information competency,

math computation, and other subjects; (4) Participate with County in the active recruitment of nursing students for permanent employment with County upon students' graduation and licensure as registered nurse. (5) Distribute and post the County of Los Angeles, Department of Health Services Benefit Information and the Employment Information Flyer and incorporated herein, to all DHS Tutoring/Mentoring Program participants at the end of each 8 week quarter, 4-5 week winter intersession, and 4-5 week or more summer sessions. (6) Provide the Office of Nursing Affairs (hereafter "ONA") in writing of recruitment event activities in collaboration with ONA, (such as graduation, pinning ceremonies, semester "kick offs" and nursing job fairs) and (7) the Contractor will comply with the implementation, monitoring and evaluation instruments provided in Attachment I-IV.

2. PROGRAM STATUS AND EXPENDITURE REPORTS

Contractor agrees to provide quarterly program status reports and quarterly expenditure status reports to the Office of Nursing Affairs (ONA) according to the following schedule:

<u>REPORTING PERIOD</u>	<u>REPORTING DATES</u>	<u>DUE DATE</u>
Summer 2007 Break	8/1/07-9/2/07	11/14/07
Fall 2007 1st Qtr.	9/6/07-10/29/07	
Fall 2007, 2nd Qtr.	10/31/07-12/22/07	
2007 Winter Break	1/3/08-2/6/08	2/20/08

Spring 2008, 1st Qtr	2/9/08-4/4/08	
2008 Spring Break	4/5/08-4/11/08	4/25/08
Spring 2008, 2nd Qtr.	4/12/08-6/4/06	
Summer 2008 Break	6/5/08-6/30/08	7/17/08
Summer 2008 Break	7/1/08-9/2/08	11/13/08
Fall 2008 1st Qtr.	9/5/08-10/28/08	
Fall 2008, 2nd Qtr.	10/20/08-12/23/08	2/20/09
2008 Winter Break	1/2/09-2/6/09	
Spring 2009, 1st Qtr.	2/6/09-4/4/09	
2009 Spring Break	4/5/09-4/11/09	4/25/09
Spring 2009, 2 <sup>nd</sup>	4/12/09-6/04/09	
2009 Summer Break	7/1/09-6/30/09	7/16/07

Quarterly program reports shall include, but not be limited to, the number of nursing students by ethnicity enrolled in the Program, the attrition rate for the student population in the LAVC Nursing Department, number of tutoring sessions provided, date and names of the courses provided including the instructor's names, the number of nursing graduates passing the NCLEX-RN exam the first time, number of nursing graduates, number of nursing graduates employed by the Department of Health Services (DHS) and the status report of job placement of nursing students post one- year graduation.

Quarterly expenditure reports shall be based upon quarterly financial reports generated internally by Contractor. The quarterly expenditure report shall include, but not limited to, the expenditure categories identified in Exhibits B-5 and B-6, and is to include the name and position title of personnel, including new staff hired within the quarter.

The ONA may request additional reporting information for inclusion in the above referenced quarterly reports, and will make an effort to notify Contractor in advance of each report deadline, if additional information is required.

3. PROGRAM ELIGIBILITY REQUIREMENT

Eligibility for Tutoring/Mentoring Program shall include, but is not limited to those students registered at LAVC who: 1) request academic assistance from the Contractor, 2) receive less than seventy-five (75) percent on any nursing course examination at LAVC, 3) have an academic history of not completing or being out of compliance with the nursing curriculum standards at LAVC, or 4) are otherwise identified or referred by LAVC school staffing representatives as needing academic assistance.

4. PROGRAM EVALUATION

Contractor shall evaluate its program a minimum of once per quarter using written evaluations from students for each program activity. Students scoring below average will be referred to the

Nurse Advisor for assessment and Program assistance. The goal is to have 90% of the total student evaluation indicate that the Program activity was of benefit to them. The Nurse Advisor will assess in writing all Program activities scoring below an average of 90% and prepare and implement a plan of corrective action. In addition, the passing rate of nursing students on NCLEX-RN shall be 75% on the first try. The Nurse Advisor shall prepare a written assessment if less than 75% of graduates are not passing NCLEX-RN, per BRN quarterly reports. The assessment shall include a plan of corrective action.

5. PERSONNEL

For purposes of this Agreement, Program staff will perform the following duties:

A. The Nurse Advisor: The Nurse Advisor shall: (1) serve as the Program Coordinator; (2) select and supervise Program faculty and student workers in concurrence with Nursing Department Chairperson; (3) develop, schedule, and implement mini-lectures/workshops/seminars during the school year, including the summer and winter sessions; (4) identify, refer and track students who fit within the criteria of the Program; (5) Identify and provide learning activities for the ongoing retention of students; (6) document all Program activity including, but not limited to, the program evaluations referenced in Attachment I-IV and the quarterly program reports and expenditure reports referenced in Agreement Exhibit A-2



Paragraph 2; (7) identify pre-nursing students and recommend support courses to encourage success in the overall Associate Degree Nursing (ADN) Program; (8) function as liaison between the Program and ADN faculty; (9) identify and refer students in need of financial assistance; (10) recruit nursing students for employment upon students' graduation and licensure as registered nurses; and (11) document the number of nursing students accepting positions within DHS hospitals.

B. Faculty Instructor/Tutor: Faculty Instructor/Tutor(s), herein defined as Faculty Instructor shall meet with smaller subgroups of approximately 3 or more students per tutoring session. The Faculty Instructor shall participate in the mini-lectures/seminars/workshops/academic and or clinical tutoring /mentoring provided by this Program. In addition, sign-in sheets for each tutoring session shall be maintained and shall include: instructors name, participant names, date, length of session and brief description of content. Copies of the sign-in logs shall be retained by Contractor and made available to ONA upon request.

C. Teaching Assistants/Student Tutor(s): Under the supervision of the Program Coordinator, and Program staff, the teaching assistant/Student Tutor(s), herein defined as Student Tutors will: 1) assist students with the use of nursing learning laboratory/learning resources; 2) assist students on computer; 3) supervise students when practicing clinical skills; and 4) assist the Program staff.

D. Student Workers: Under the supervision of the Nurse Advisor and Program staff, the student workers will: 1) assist Program staff as needed; 2) manage the distribution of learning resources materials; 3) provide typing/filing as needed; and 4) act as peer counselors.

**Los Angeles Valley College**  
**County of Los Angeles-Department of Health Services**  
**Tutor Mentor Grant Program**

Exhibit B-5

Fall 2007/ July 1, 2007 - June 30, 2008			
DESCRIPTION	# OF HOURS	HOURLY RATES	COSTS
Nursing Advisor	160	\$60.10	\$9,616.00
10 hours/week X 16 weeks		Benefits 9.7%	\$932.75
Directed Study in Nursing 3	120	\$60.10	\$7,212.00
NCEX Prep Course 60 hrs		Benefits 9.7%	\$699.56
Supplemental Clinical 60 hrs			
College Support Services	280	\$10.35	\$2,898.00
Student Worker 15 hrs/ week X 16 weeks		No Benefits	
Student Tutor 40 hours			
Learning Skills Workshop/Faculty Instructor	10	\$60.10	\$601.00
Individualized/ Group Remediation		Benefits 9.7%	\$58.30
<b>TOTAL 2007 ACADEMIC FALL SEMESTER</b>			<b>\$22,017.61</b>
Winter Intersession 2007			
DESCRIPTION	# OF HOURS	HOURLY RATES	COSTS
Nursing Advisor	60	\$60.10	\$3,606.00
10 hours x 6 weeks		Benefits 9.7%	\$349.78
Directed Study in Nursing 3	30	\$60.10	\$1,803.00
Skills Lab Seminars 5hrs/week X 6 weeks		Benefits 9.7%	\$174.89
College Support Services	120	\$10.35	\$1,242.00
Students Worker 15 hrs/ week X 6 weeks		No Benefits	
Student Tutors 5/hrs/ week X 6 weeks			
Learning Skills Workshop/Faculty Instructor	8	\$60.10	\$480.80
Individualized/ Group Remediation		Benefits 9.7%	\$46.64
<b>TOTAL 2007/2008 WINTER INTERSESSION</b>			<b>\$7,703.11</b>
Spring 2008			
DESCRIPTION	HOURS	HOURLY RATES	COSTS
Nursing Advisor	160	\$60.10	\$9,616.00
10 hours/week X 16 weeks		Benefits 9.7%	\$932.75
Directed Study in Nursing 3	120	\$60.10	\$7,212.00
NCEX Prep Course 60 hrs		Benefits 9.7%	\$699.56
Supplemental Clinical 60 hrs			
College Support Services	280	\$10.35	\$2,898.00
Student Worker 15 hrs/ week X 16 weeks		No Benefits	

**Los Angeles Valley College**  
**County of Los Angeles-Department of Health Services**  
**Tutor Mentor Grant Program**

Exhibit B-5

Student Tutor 40 hours				
Learning Skills Workshop/Faculty Instructor	10	\$60.10		\$601.00
Individualized/ Group Remediation		Benefits 9.7%		\$58.30
<b>TOTAL 2008 SPRING SEMESTER</b>				<b>\$22,017.61</b>
<b>2008 Summer</b>				
<b>DESCRIPTION</b>	<b># OF HOURS</b>	<b>HOURLY RATES</b>	<b>COSTS</b>	
Nursing Advisor	140	\$60.10	\$8,414.00	
10 hours/week 14 weeks		Benefits 9.7%	\$816.16	
Learning Skills Workshop/Faculty Instructor	70	\$60.10	\$4,207.00	
Skills Lab Seminars 5hrs/ week		Benefits 9.7%	\$408.08	
College Support Services	240	\$10.35	\$2,484.00	
Students Worker 15 hrs/ week X 14 weeks		No Benefits		
Student Tutors 5/hrs/ week X 6 weeks				
Learning Skills Workshop/Faculty Instructor	8	\$60.10	\$480.80	
Individualized/ Group Remediation		Benefits 9.7%	\$46.64	
<b>TOTAL 2008 SUMMER SEMESTER</b>			<b>\$16,329.24</b>	
<b>TOTAL PERSONNEL 2007/2008 FISCAL YEAR</b>			<b>\$68,067.57</b>	
<b>FALL 2007/SPRING 2008/NON-PERSONNEL ITEMS</b>				
<b>ITEM</b>		<b>DESCRIPTION</b>	<b>AMOUNT</b>	
Instructional Material FALL 2007		Testing & Assessment (\$65/200 students)	\$13,000.00	
Supplies		Med Supplies	\$762.00	
<b>TOTAL 2007 FALL SEMESTER</b>			<b>\$13,762.00</b>	
Instructional Material SPRING 2006		Testing & Assessment (\$65/200 students)	\$13,000.00	
Supplies		Med Supplies	\$1,300.00	
<b>TOTAL 2008 SPRING SEMESTER</b>			<b>\$14,300.00</b>	
<b>TOTAL 2007/2008 FISCAL YEAR NON-PERSONNEL</b>			<b>\$28,062.00</b>	
<b>TOTAL 2007/2008 FISCAL YEAR</b>			<b>\$96,130</b>	

**Los Angeles Valley College**  
**County of Los Angeles-Department of Health Services**  
**Tutor Mentor Grant Program**

Exhibit B-6

July 1, 2008 to June 30, 2009 Fall Session				
DESCRIPTION	# OF HOURS	HOURLY RATES	COSTS	
Nursing Advisor	160	\$60.10	\$9,616.00	
10 hours/week X 16 weeks		Benefits 9.7%	\$932.75	
Directed Study in Nursing	120	\$60.10	\$7,212.00	
NCLEX Prep Course 60 hrs		Benefits 9.7%	\$699.56	
Supplemental Clinical 60 hrs				
College Support Services	280	\$10.35	\$2,898.00	
Student Worker 15 hrs/ week X 16 weeks		No Benefits		
Student Tutor 40 hours				
TOTAL 2008 ACADEMIC FALL SEMESTER			\$21,358.32	
Winter Intersession 2008				
DESCRIPTION	# OF HOURS	HOURLY RATES	COSTS	
Nursing Advisor	60	\$60.10	\$3,606.00	
10 hours x 6 weeks		Benefits 9.7%	\$349.78	
Directed Study in Nursing	30	\$60.10	\$1,803.00	
Skills Lab Seminars 5hrs/week X 6 weeks		Benefits 9.7%	\$174.89	
College Support Services	120	\$10.35	\$1,242.00	
Student Worker 15hrs/ week X 6 weeks		No Benefits		
Student Tutors 20 hrs				
Learning Skills Workshop/Faculty Instructor	8	\$60.10	\$480.80	
		Benefits 9.7%	\$46.64	
TOTAL 2008/2009 WINTER INTERSESSION			\$7,703.11	
Spring 2009				
DESCRIPTION	HOURS	HOURLY RATES	COSTS	
Nursing Advisor	160	\$60.10	\$9,616.00	
10 hours/week X 16 weeks		Benefits 9.7%	\$932.75	
Directed Study in Nursing 3	120	\$60.10	\$7,212.00	
NCLEX Prep Course 60 hrs		Benefits 9.7%	\$699.56	
Supplemental Clinical 60 hrs				
College Support Services	232	\$10.35	\$2,401.20	
Student Worker 12 hrs/ week X 16 weeks		No Benefits		
Student Tutor 40 hours				
Learning Skills Workshop/Faculty Instructor	10	\$60.10	\$601.00	

**Los Angeles Valley College**  
**County of Los Angeles-Department of Health Services**  
**Tutor Mentor Grant Program**

Exhibit B-6

Individualized/ Group Remediation		Benefits 9.7%	\$58.30
<b>TOTAL 2009 SPRING SEMESTER</b>			<b>\$21,520.81</b>
<b>Summer 2009</b>			
<b>DESCRIPTION</b>	<b># OF HOURS</b>	<b>HOURLY RATES</b>	<b>COSTS</b>
Nursing Advisor	140	\$60.10	\$8,414.00
10 hours/week 14 weeks		Benefits 9.7%	\$816.16
Learning Skills Workshop/Faculty Instructor	70	\$60.10	\$4,207.00
Skills Lab Seminars 5hrs/ 14 week		Benefits 9.7%	\$408.08
<b>College Support Services</b>	180	\$10.35	\$1,863.00
Students Worker 10 hrs/ week X 15 weeks			
Student Tutors 5hrs/ week X 6 weeks			
Learning Skills Workshop/ Faculty Instructor	10	\$60.10	\$601.00
Individualized/ Group Remediation		Benefits 9.7%	\$58.30
<b>TOTAL 2009 SUMMER SEMESTER</b>			<b>\$16,367.53</b>
<b>TOTAL PERSONNEL 2008/2009 FISCAL YEAR</b>			<b>\$66,949.77</b>
<b>FALL 2008/SPRING 2009/NON-PERSONNEL ITEMS</b>			
<b>ITEM</b>		<b>DESCRIPTION</b>	<b>AMOUNT</b>
Instructional Material FALL 2008		Testing & Assessment (\$65/200 students)	\$13,000.00
Medical Supplies			\$442.00
<b>TOTAL 2008 FALL SEMESTER</b>			<b>\$13,442.00</b>
Instructional Material SPRING 2009		Testing & Assessment (\$65/200 students)	\$13,000.00
Medical Supplies			\$441.00
<b>TOTAL 2009 SPRING SEMESTER</b>			<b>\$13,441.00</b>
<b>TOTAL 2008/2009 FISCAL YEAR NON-PERSONNEL</b>			<b>\$26,883.00</b>
<b>TOTAL 2008/2009 FISCAL YEAR</b>			<b>\$93,833</b>

ATTACHMENT VIII



**LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES**



**OFFICE OF NURSING AFFAIRS**

Vivian Branchick, RN – Chief Nursing Officer –  
Director of Nursing Affairs/ [vbranchick@ladhs.org](mailto:vbranchick@ladhs.org)  
Judy Refuerzo, RN - Assistant Nursing Director/ [jrefuerzo@ladhs.org](mailto:jrefuerzo@ladhs.org)  
Diana Vasquez, RN - Assistant Nursing Director/ [dvasquez@ladhs.org](mailto:dvasquez@ladhs.org)  
313 North Figueroa Street, Room 904  
Los Angeles, CA 90012  
(213) 240-7702 / Fax# (213) 482-9421

**HARBOR-UCLA MEDICAL CENTER**

Susan Coover, RN. - Nurse Recruiter  
1000 West Carson Street, Main Unit-Room 1M6A  
Torrance, CA 90509  
(310) 222-2512/ Fax: (310) 787-0065/ [scoover@ladhs.org](mailto:scoover@ladhs.org)

**HIGH DESERT HEALTH SYSTEMS**

Betty Mann, RN. – Nurse Recruiter  
44900 60<sup>th</sup> Street West  
Lancaster, CA 93534  
(661) 945-8585/ Fax : (661) 940-3550/ [bemann@ladhs.org](mailto:bemann@ladhs.org)

**LAC+USC HEALTHCARE NETWORK**

Nurse Recruitment  
1200 N. State Street, Room 1822  
Los Angeles, CA 90033  
(323) 226-4664/ Fax: (323) 226-2781

**MARTIN LUTHER KING, JR. – HARBOR HOSPITAL**

Katherine Cho, RN. - Nurse Recruiter (I & R Bldg., Room 1-404)  
12021 South Wilmington Avenue, Box 1056  
Los Angeles, CA 90059  
(310) 668-3626/ Fax# (310) 668-5232/ [katcho@ladhs.org](mailto:katcho@ladhs.org)

**RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

Rindy Stewart, RN. - Nurse Recruiter  
7601 E. Imperial Highway, Harriman Bldg., Rm. 156  
Downey, CA 90242  
(562) 401-7912/ Fax# (562) 803-6231/ [rlstewart@ladhs.org](mailto:rlstewart@ladhs.org)

**VALLEYCARE OLIVE VIEW- UCLA MEDICAL CENTER AND HEALTH CENTERS**

Ramona Osorio, RN. - Nurse Recruiter  
14445 Olive View Drive, Nursing Education Center, Suite 212  
Sylmar, CA 91342  
(818) 364-3317/ Fax# (818) 364-3326/ [rosorio@ladhs.org](mailto:rosorio@ladhs.org)



## Registered Nursing Curriculum Overview

### Description of Courses

#### FIRST SEMESTER

2007-2009

##### N709A Nursing Foundations (4.5 units)

- Prerequisite: Admission to the nursing program
- Introduction to the impact of stresses on physical and psychosocial wellness and fundamental nursing skills and practices
- Offered first nine weeks of each semester
- Total of - 9 weeks
- Lecture per week equals 4 hours plus one hour for skills

##### N709B: Medical Surgical Nursing 1 (4.5 units)

- Prerequisite: N709B
- Continues the study of stresses and nursing interventions. Introduces mental health concepts, cultural influences, administration of medications, and peri-operative nursing care.
- Offered second nine weeks of each semester.
- Total of - 9 weeks
- Lecture per week equals 4 hours plus one hour for skills

##### N710A Maternity Nursing/Reproductive Health (4.5 Units)

- Prerequisite: N709B
- Nursing theory related to reproductive health including care for families during the childbearing years. Clinical experience in inpatient and outpatient maternity service with 1 to 2 families.
- Offered twice each semester.
- Total of - 9 weeks
- Lecture per week equals 4 hours plus one hour for skills

##### N710B Medical Surgical Nursing II

- Prerequisite: N710B (5 units)
- Nursing theory related to cardiovascular, respiratory, gastrointestinal, and renal conditions and to diabetes. Core concepts include nature and cause of disease, developmental tasks and legal and ethical issues.
- Offered twice each semester.
- Total of - 9 weeks
- Lecture per week equals 4 hours plus one hour for skills

##### N711A Medical-Surgical Nursing III (4.5 units)

- Prerequisite: N711A
- Nursing theory related to illnesses common in children, and cancer, musculoskeletal, and neurological conditions in adults and children.
- Offered twice each semester.



- Total of - 9 weeks
- Lecture per week equals 4 hours plus one hour for skills

#### N711B Psychiatric and Geriatric Nursing (5 units)

- Prerequisite: N711B
- Nursing theory related to psychiatric and geriatric clients. Concepts include theories on aging and mental illness, common disorders and treatment, influence of demographics and societal attitudes, developmental and tasks, legal and ethical issues and patient advocacy.
- Offered twice each semester.
- Total of - 9 weeks
- Lecture per week equals 5 hours

#### N712A Medical-Surgical Nursing IV (5 units)

- Prerequisite N712A

Nursing theory for clients with multiple stressors requiring complex nursing. Concurrent clinical experience in acute care hospitals

- Offered the first nine weeks each semester
- Total of - 9 weeks
- Lecture per week equals 5 hours
- 

#### N712B Nursing Management (4 units)

- Prerequisite N712 A
- Nursing management of patient care in hospitals and other health care agencies with individualized mentoring with instructor and a registered nurse employed by the health care agency. Clinical assignments on various shifts and days of the week.
- Total of - 9 weeks

## EXHIBIT VII

### CURRICULUM FOR LOS ANGELES VALLEY COLLEGE

The Assessment Technology Institute (ATI) testing is used at LAVC as an assessment tool for student success and follows the “blueprint” for the NCLEX-RN examination. There are 15 exams given throughout the two-year nursing program, explained below. Students must pay each semester for exams given in that semester. A current fees list can be found in the nursing office, E113.

1. TEAS = Exam of Essential Academic Skills (proctored) are given prior to the start of NS 101. Students are encouraged to purchase “ATI-TEAS Pre-Test Study Manual” prior to taking the TEAS exam. The students are given 170 minutes to complete the 170 questions.

- Evaluation for the TEAS is based on the following area:
- Reading (Paragraph Comprehension, Passage Comprehensive and Inferences/Conclusions). 40 questions.
- Math (Whole numbers, fractions and decimals, percentages, ratio/proportions, metric conversions, algebraic equations, and diagrams and graphs). 45 questions.
- Science (reasoning, general science, biology, chemistry, physics, anatomy and physiology). 30 questions.
- English (punctuation, grammar, sentence structure, contextual words, and spelling). 55 questions

Student receives an Individual Score (total number correct, types of questions the student missed in each area). Additionally, the student receives their rank Nationally with Mean, and Individual Percentile rank. Students who score below the 60<sup>th</sup> percentile rank (ADN) are strongly encouraged to attend tutoring and mentoring classes/workshops, and to study from the “ATI TEAS Pre-Test Study Guide”. This study guide is especially good for students weak in math.

Example:     Student S.M. = Individual Score was 97.5%  
                                 Individual Mean National = 82.2%  
                                 Individual Mean ADN = 85.1%  
                                 Individual National Percentile Rank = 98  
                                 \*\*National totals (Diploma, ADN, BSN, MSN)\*\*  
                                 Individual Percentile Rank, ADN = 98

2. Self-Assessment Inventory assessment exam is given in the sixth week of NS 101. This exam evaluates the student’s learning styles (ex. Auditory versus Visual). The benefit is that the student becomes aware of their style of learning and allows the instructor to direct students to appropriate learning tools. Additionally, students are provided with Quest for Academic Success Study Guide. This Study Guide provides content on study habits, learning strategies, exam taking strategies, and critical thinking. The exam has 195 questions and the exam takes approximately 48-50 minutes to complete.
3. Critical Thinking “Entrance” (proctored) assessment exam is given in the third week of NS101. This evaluates the student’s Critical Thinking ability. Students who score below the 60<sup>th</sup> percentile rank (ADN) are strongly encouraged to purchase “*Critical Thinking in Nursing, Saunders*”, 3<sup>rd</sup> Edition. The exam has 40 questions and the students are given 40 minutes to complete the exam.
4. “Fundamentals” exam (proctored) is given at the end of NS 102. This evaluates the student’s level of knowledge of Nursing Fundamental’s. The 2.0 proctored exam has 60 questions and the students are given 60 minutes to complete the exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. The non-proctored exam is available on-line. Students who score 40 or below (68.3% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.

5. Maternal Newborn assessment exam (proctored) is taken at the completion of N710A. This evaluates the student's level of knowledge of Maternity/Newborn. The 2.0 proctored exam has 60 questions and the students are given 60 minutes to complete the exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. The non-proctored exam is available on-line. Students are provided with "Maternal/Newborn" Content Mastery Series book prior to taking the non-proctored exam. Students who score 40 or below (68.3% = pass) on the proctored test must remediate using the non-proctored. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
6. Body System Series assessment exam (proctored) is taken at the completion of NS106. This evaluates the student's level of knowledge in the following systems; Cardiac, Respiratory, Gastrointestinal, and Renal. The proctored exam has 40 questions and the students are given 40 minutes to complete the exam. Students who score below the 60<sup>th</sup> percentile rank (ADN) are strongly encouraged to review all nursing course materials.
7. Nursing Care of Children assessment exam (proctored) is taken at the completion of N711A, the Pediatric component. This evaluates the student's level of knowledge of Pediatrics. The proctored exam has 60 questions and the students are given 60 minutes to complete the exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. The non-proctored exam is available on-line. Students are provided with "Nursing Care of Children" Content Mastery Series book prior to taking the non-proctored exam. Students who score 39 or below (66.7% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
8. Mental Health assessment exam (proctored) is taken at the completion of NS110. This evaluates the student's level of knowledge in Mental Health. The exam has 60 questions and the students are given 60 minutes to complete the exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. The non-proctored exam is available on-line. Students are provided with "Mental Health" Content Mastery Series book prior to taking the non-proctored exam. Students who score 40 or below (68.3% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
9. Pharmacology assessment exam (proctored) is taken at the completion of N712A. This evaluates the student's level of knowledge of Pharmacology. The exam has 60 questions and the students are given 60 minutes to complete the exam. Students are provided with "Pharmacology" Content Mastery Series book prior to taking the non-proctored exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. Students who score 41 or below (70.0% = pass) on the proctored exam must remediate using the non-proctored. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
10. Medical-Surgical assessment exam (proctored) is taken at the completion of N712A. This evaluates the student's level of knowledge in all areas of Medical-Surgical Nursing. The exam has 90 questions and the students are given 90 minutes to complete the exam. Students are provided with "Medical-Surgical" Content Mastery Series book prior to taking the non-proctored exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. Students who score 61 or below (68.9% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with the non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.

11. Community Health assessment exam (proctored) is taken at the end of N712A. This evaluates the student's level of knowledge of Community Health practices. The exam has 60 questions and the students are given 60 minutes to complete the exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. Students are provided with "Community Health" Content Mastery Series book prior to taking the non-proctored exam. Students who score 38 or below (65.0% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with a non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
12. Critical Thinking Exit assessment exam (proctored) is taken at the completion of N712B. This evaluates the student's Critical Thinking ability. The exam has 40 questions and the students are given 40 minutes to complete the exam. Students who score below the 60<sup>th</sup> percentile rank (ADN) on the proctored exam are strongly encouraged to remediate with their mandatory critical thinking text "*Critical Thinking in Nursing, Saunders*", 3<sup>rd</sup> Edition.
13. Leadership assessment exam (proctored) is taken seventh weeks into N712B. This evaluates the student's level of knowledge of Leadership/Management. The exam has 60 questions and the students are given 60 minutes to complete the exam. Students are provided with "Leadership" Content Mastery Series book prior to taking the non-proctored exam. In preparation for the proctored exam, students are required to take the non-proctored exam and must achieve a score of 90% or better. Students who score 42 or below (71.7% = pass) on the proctored exam must remediate using the non-proctored exam. Students may remediate with a non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
14. Comprehensive Predictor assessment exam (proctored) is taken at the end of N712B. This evaluates the student's overall level of nursing knowledge and follows the "blueprint" of the NCLEX-RN examination. This exam has two comprehensive predictor exams, 2.0 and 3.0. There are 180 questions on each exam and the students are given 180 minutes to complete the exam. Students will take the 2.0 proctored exam. Students who score below 70% on the Comprehensive Predictor 2.0 must remediate using the non-proctored exam available on-line and reviewing all the Content Mastery Series books previously given throughout the nursing program. Students may remediate with a non-proctored exam as often as needed. Students must achieve a 90% on the non-proctored exam prior to taking the Comprehensive Predictor 3.0 exam. Students who score below 62% on the 3.0 Comprehensive Predictor must remediate with a non-proctored exam as often as needed. The student must attain a 90% on the non-proctored exam.
15. Students are provided with Ready-Set-RN, which simplifies the process to licensure, preparing for the NCLEX-RN.

**PLEASE NOTE: ALL PROCTORED AND NON-PROCTORED EXAMS MUST BE COMPLETED WITH THE LEVEL INDICATED OR THE STUDENT WILL RECEIVE AN INCOMPLETE GRADE FOR THE COURSE.**

Coming soon:

Acute Ill Adult and;

Chronic Ill Adult; These two exams will have both a proctored and non-proctored exams as well as Content Mastery Series books. Both exams will have 100 questions each and the students will have 100 minutes to complete each exam.

Again, the Assessment Technologies Institute exams are used as an assessment tool for student success. The exams follow the "blueprint" for the NCLEX-RN examination. Students are encouraged to study prior to each exam, follow the remediation plan specific to each exam, and use the non-proctored exams as often as needed to obtain 90%.